

Contract # 1779

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AGREEMENT
BETWEEN
FRANKLIN TOWNSHIP BOARD OF EDUCATION

and

FRANKLIN TOWNSHIP EDUCATION ASSOCIATION

1992-1995

Revised Date: August 4, 1993

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INSTITUTE OF MANAGEMENT

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TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE	1
1	RECOGNITION	2
2	NEGOTIATIONS OF SUCCESSOR AGREEMENT	5
3	GRIEVANCE PROCEDURE	7
4	EMPLOYEE RIGHTS AND RESPONSIBILITIES	15
5	ASSOCIATION RIGHTS AND RESPONSIBILITIES	17
6	BOARD OF EDUCATION RIGHTS	19
7	TEACHER WORK YEAR	20
8	CLERICAL CONTRACT YEAR	22
9	HOLIDAYS - CLERICALS	24
10	VACATIONS - CLERICALS	25
11	TEACHING HOURS	27
12	CLERICAL HOURS OF WORK	36
13	PARAPROFESSIONAL HOURS OF WORK	37
14	AFFIRMATIVE ACTION	38
15	TEACHER EMPLOYMENT	39
16	EMPLOYMENT AND TERMINATION OF CLERICALS	41
17	EMPLOYMENT AND TERMINATION OF PARA- PROFESSIONALS AND ATTENDANCE OFFICER	43
18	SALARIES	44
19	TEACHER ASSIGNMENT	49
20	TRANSFER OF TEACHERS	51
21	TRANSFERS AND REASSIGNMENTS OF CLERICALS	52
22	TRANSFERS AND REASSIGNMENTS OF PARA- PROFESSIONALS	54
23	POSTING OF VACANCIES - TEACHERS	56
24	VACANCIES - PARAPROFESSIONALS	58
25	EMPLOYEE EVALUATIONS	59
26	SICK LEAVE - EMPLOYEES	61
27	TEMPORARY LEAVES OF ABSENCE	64
28	EXTENDED LEAVES OF ABSENCE	67
29	SABBATICAL LEAVES - TEACHERS	71
30	TERMINAL LEAVES - EMPLOYEES	73

PREAMBLE

This Agreement is entered into as of the first day of July, 1992 by and between the Board of Education of Franklin Township, the Township of Franklin, County of Somerset, New Jersey, hereinafter called the "Board", and the Franklin Township Education Association, hereinafter called the "Association".

but excluding:

Superintendent
Assistant Superintendents
Business Administrators
Secretary to the Board
Directors
Principals
Vice-Principals
Supervisors
All Secretaries to the Superintendent of Schools
Secretary to the Assistant Superintendent for
Curriculum and Instruction
Secretary to the Secretary of the Board of Education/
School Business Administrators
All Secretaries to the Assistant Superintendent
for Personnel and Administration

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees as listed below:

Teachers
Librarians
School Nurses
Guidance Counsellors
School Social Workers
Speech Correctionists
Learning Disabilities Teacher Consultants
Department Chairpersons
Co-ordinators
School Psychologists

C. Unless otherwise indicated, the term "clerical" when used hereinafter in this Agreement, shall refer to all employees listed below:

Clerk Typists
Clerk Stenographers
Telephone Operator-Receptionists
Secretary I
Accounting I
Secretary II
Accounting II
Secretary III

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13a-5.1 et seq. Such negotiations shall begin as soon as possible in the calendar year in which this Agreement expires, but not later than February 1. The scheduling of negotiations meetings shall be by agreement of the parties.

B. Upon written request by the Association President, the Board agrees to make known to the President when and where the information is available that the Board is required by law to release.

C. Neither party to the negotiations shall have any control over the selection of the negotiating representative of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the terms of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. The Board agrees not to negotiate or bargain with any employee organization other than the Association for the duration of the Agreement, unless required by law to do otherwise. The Association agrees not to employ, or allow to represent it in any

ARTICLE 3

GRIEVANCE PROCEDURE

A. A "grievance" is a claim by an employee, group of employees, or the Association, based upon the interpretation, application or violation of policies, agreements, or administrative decisions affecting them. In no event shall a grievance, as defined as aforesaid, be subject to Level Five of the Grievance Procedure set forth herein.

A grievance, which is subject to all five levels of the Grievance Procedure set forth herein, shall be a claim by an employee, groups of employees and/or the Association, confined to and based upon an alleged violation, misinterpretation or misapplication of the express provisions of this Agreement.

In no event shall a claim concerning the posting of vacancies in annually appointed positions as provided in Article 23F, be subject to Level Five of the Grievance Procedure.

B. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Rights of Employees to Representation:

1. Any teacher, paraprofessional or clerical may be self-represented at all stages of the Grievance Procedure, or, at the person's option, by a representative selected or approved by the Association.

5. It is understood that the grievance shall, during and notwithstanding the pendency of any grievance, continue under the direction of the Superintendent or a named designee and supervisors, perform all assignments and adhere to all policies, procedures and rules and regulations of the Board, until such grievance and the effect thereof shall have been fully determined.

6. The number of days as indicated at each level should be considered as the maximum, and every effort should be made to expedite the process.

7. Written grievances must provide the following information:

- (a) the grievant's name;
- (b) the specific action or actions giving rise to the grievance;
- (c) the specific contract provisions and/or Board policies alleged to have been violated;
- (d) the nature of the relief sought; and
- (e) (if an appeal) reasons for dissatisfaction with the prior decision(s).

E. Levels of the Grievance Procedure are as follows:

1. Level One

Any employee who has a grievance shall file written notice with the principal, or immediate supervisor, within fifteen (15) school days from the date after the grievant knew or should have known of the occurrence of the event giving rise to the

The Superintendent or a named designee shall meet with the grievant in an attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days; the Superintendent or a named designee shall communicate the decision in writing to the grievant and the Association and the principal, or immediate supervisor, within fifteen (15) school days of receipt of the grievance or five (5) school days after meeting with the grievant.

4. Level Four

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant shall file the grievance, in writing, with the Board of Education, except that a grievance involving the following shall not proceed to Level Four or Five of the Grievance Procedure set forth herein.

(a) Any matter for which a detailed method of review is prescribed by law, or by any rules, regulations, or by-laws of the State Commissioner of Education such as but not limited to questions of tenure, and suspension;

(b) Any matter which, according to law, is beyond the power of the Board of Education;

(c) The contents of a written evaluation of an employee conducted in accordance with Board policy;

(d) A claim of non-employment by a non-tenured teacher or non-tenured clerical.

The grievance must be filed within five (5) school days after receipt of the decision at Level Three or twenty (20) school days after submitting the grievance

shall notify the Board through the Superintendent or a named designee of the request for arbitration.

The Association shall submit the grievance to the Public Employment Relations Commission and the parties agree to be bound by the rules and regulations of the Public Employment Relations Commission. The following procedure will be used to secure the services of an arbitrator:

(a) A request shall be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrator in the dispute in question.

(b) In the event a mutually acceptable arbitrator cannot be selected, then the parties agree to be bound by the rules and procedures of the Public Employment Relations Commission for the selection of an arbitrator. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall have sole and exclusive power to hear the issues submitted and make a final determination. Unless otherwise set forth in the within contract, the arbitrator's determination shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever.

F. The Costs of Arbitration Shall be Subject To The Following:

1. Each party shall bear the total costs which it incurs.
2. The fee and expense of the arbitrator are the only costs which shall be shared equally by the parties.
3. Time lost by an employee due to the arbitration proceedings shall be with pay.
4. The filing fee will be borne by the moving party.

ARTICLE 4

EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. No employee shall be disciplined without just cause. Nor shall any teacher have the increment withheld, or be reprimanded or reduced in rank or compensation without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure with the exception of cases involving the discharge of a non-tenured teacher or clerical employee, or the granting or denial of increments for any employee. Grievances asserted by employees under this section shall be subject to binding arbitration.

B. No teacher, clerical employee, paraprofessional/attendance officer shall be disciplined without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure, with the exception of the case involving the discharge or denial of increments. Grievances asserted by a teacher, paraprofessional/attendance officer, or clerical employee under this section shall be subject to binding arbitration.

C. Whenever any employee is required by the Board of Education or Superintendent or a named designee to appear before the Board or Superintendent or a named designee concerning any matter which could adversely affect the continuation of that teacher, paraprofessional or clerical

ARTICLE 5

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association or its representatives shall have the right to enter and to use school buildings in conformity with the policies and procedures of the Board of Education. There shall be no capricious or arbitrary restrictions placed upon such use. Under extenuating circumstances, provision for the granting of requests for building use on the basis of a notice less than the time period specified by the policy is acknowledged.

B. Bulletin boards shall be provided in faculty rooms for use by the Association. All posted material shall be kept current, as a responsibility of the Association.

C. The Association shall have the right to reasonable use of the school mailboxes and the inter-school mail facilities, provided appropriate approval has been given, which will not be unreasonably denied.

D. Association meeting dates shall be listed on the school calendar in accordance with current practices.

E. The Board shall supply the Association annually with an up-to-date copy of the Board Policy Book.

F. Time shall be provided for the President of the Association or a designee to speak at orientation for new teachers and at the first total staff meeting at the opening of school.

ARTICLE 6

BOARD OF EDUCATION RIGHTS

Except as otherwise provided in this Agreement, and under the provisions of N.J.S.A. 34:13A-5.1, et seq., the Board reserves the responsibility and exclusive authority to manage and direct, in behalf of the public, all the operations and activities of the Franklin Township School District to the full extent authorized by law.

The concerns of the Association shall not be binding on the recommendation to the Board made by the Superintendent or a named designee.

F. A contract may be issued to any ten and one-half (10 1/2) month clerical employee beyond the normal contract period by mutual agreement at a rate of 1/210 of the contract. Any work performed beyond the ten and one-half (10 1/2) month period for ten and one-half (10 1/2) month clerical employees shall be compensated at a rate of 1/210 of their contracts.

ARTICLE 10

VACATIONS - CLERICALS

A. Vacation for twelve (12) month clerical employees will be as follows:

Five (5) days granted after six (6) months of service prior to July 1 of any year and add one (1) additional day's vacation for each month of service in addition to the six (6) months, but the total vacation shall not exceed ten (10) days in all. This policy applies to twelve (12) month clerical employees only.

Ten (10) days granted after one (1) year of service prior to July 1 of any year.

Fifteen (15) days granted after five (5) years of service prior to July 1 of any year.

Twenty (20) days granted after ten (10) years of service prior to July 1 of any year.

B. Vacation for eleven (11) month clerical employees shall be five (5) days. However, the Board may, at its option, return such employees to ten (10) month status.

C. Experience credit shall be given to a ten (10) month clerical employee toward vacation as a twelve (12) month clerical employee when the employee changes to a twelve (12) month position, on the basis of 83 1/3% of the total time in service.

D. Vacation schedules must be approved in advance by the immediate supervisor, and the appropriate administrator. Such approval shall not be unreasonably withheld.

ARTICLE 11

TEACHING HOURS

A. Work day

The regular work day for teachers at the elementary (Grades K-6), middle (Grades 7-8), and secondary (Grades 9-12) levels shall be as set forth in this section, below, subject to such express modifications and limitations as are set forth in other sections of this Article.

1. Elementary

The regular workday for elementary teachers shall not exceed six (6) hours and forty-five (45) minutes. Teachers shall be required to report for work not more than thirty (30) minutes before the scheduled start of the pupil day and to remain for not more than thirty (30) minutes after the scheduled end of the pupil day, such time to be calculated as part of the regular work day; provided, however, that reporting and departure times shall not be modified so as to increase the overall work-day beyond the six (6) hour and forty-five (45) minute limit.

2. Middle School

The regular work day for teachers at the Middle School shall not exceed 6 hours and 45 minutes. Sixth grade teachers shall be required to report for work not more than thirty (30) minutes prior to the scheduled start of the pupil day and to remain for not more than fifteen (15) minutes after the scheduled end of the pupil day, such time to be calculated as part of the regular work day. Seventh

B. Changes in Working Hours

Before a change is made by the Board in the opening and closing times of schools for pupils, the Superintendent or a named designee will consult with the President of the Association or a designee prior to making a recommendation to the Board.

C. Early Dismissal

On Fridays and days before vacations and holidays, the time teachers shall be required to remain after student dismissal shall be reduced to a reasonable period, so as not to make it necessary for teachers to remain on premises after the students depart, except for justifiable reasons.

D. Extended Hours

1. Staff Meetings

Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purposes of attending faculty or other professional meetings on one (1) day which shall be Monday. However, when Monday is a holiday or when schools are closed due to weather the staff meeting may be conducted on the next day that schools are open.

Teachers shall be required to attend such meetings for no more than sixty minutes. Such meetings shall commence within ten minutes after the dismissal of students. In the event of an emergency, a faculty meeting may be called at the discretion of the principal. Coordination of district-wide meetings shall be accomplished by the establishment of a calendar.

4. Back to School Night

All teachers shall be required to attend one (1) Back to School Night each school year. Child study team members must attend back-to-school nights at one school.

5. High School Graduation

The Board may require up to thirty-five (35) members of the high school staff to assist at high school graduation. These assignments shall be filled by posting for volunteers. In the event that there are more than thirty-five (35) volunteers, the High School Principal shall have the right, in his sole discretion, to select those individuals he wishes for the assignment. In the event that there is an insufficient number of volunteers to meet the need, the High School Principal shall have the right to designate individuals for this assignment. Individuals assisting at high school graduation shall be compensated \$31.50 for a maximum of two (2) hours participation in 1992-93 with an increase to \$33.50 in 1993-94, and an increase to \$35.50 in 1994-95.

E. Lunch

All teachers shall be provided a duty-free lunch period equal in duration to the lunch period established for pupils in the school to which each teacher is assigned. Teachers shall be permitted to leave the school building during lunch period

passing time, and a minimum of five (5) minutes homeroom).

(c) A lunch period of no less than 25 minutes with three minutes passing time on either and will be provided all teachers during the course of the day.

2. Teachers at the elementary level shall have a daily teaching load not to exceed four and three/ fourths ($4 \frac{3}{4}$) hours. Effective the 1991-92 school year, elementary teacher instructional time (contact time) shall be increased by twenty (20) minutes provided that there is no increase in the six (6) hour forty-five (45) minute elementary work day. The additional instructional time shall be drawn from the one (1) hour of pre- and post-student day working time. If additional instructional time is drawn from post-student day working time, faculty meetings shall not extend beyond 3:25 p.m.

3. Middle and secondary level teachers shall have a daily duty assignment not to exceed one period.

4. Middle and secondary level teachers shall have one (1) preparation and conference period for the performance of professional duties on those occasions when their classes are assigned to "special teachers". Teachers in the middle or high school assigned six (6) daily teaching preparations shall be allotted three (3) additional planning periods per week.

Agreement. Starting times for staggered schedules shall be as follows:

High School - No school session shall begin earlier than 7:00 a.m. or later than 9:00 a.m.

Middle School - No school session shall begin earlier than 7:30 a.m. or later than 9:30 a.m.

Elementary School - No school session shall begin earlier than the current practice or later than 10:00 a.m.

The Board reserves the right to adjust the staggered schedules as needed to conform with transportation contracts; however, in no event shall the starting time be before 7:00 a.m.

The Board reserves the right to schedule double sessions; however, in that event, starting times shall be no earlier than those times listed above, and second sessions shall begin after the later times listed above.

ARTICLE 13
PARAPROFESSIONAL HOURS OF WORK

A. A working day for a full-time paraprofessional shall be seven (7) hours, with the exception of Friday and the day before a holiday when the paraprofessional shall leave the school building upon teachers' departure.

B. The defined seven (7) hour work day for paraprofessionals shall not include evening or after school conferences. If paraprofessionals are required to attend PAC or other meetings which are scheduled after school hours, they shall be paid for such hours at their regular hourly rate.

C. Paraprofessionals shall be granted two ten (10) minute breaks per day. One shall be scheduled in the morning and one shall be scheduled in the afternoon.

D. Full-time paraprofessionals shall be granted a one-half hour (1/2) lunch period within the working day.

E. Paraprofessionals shall receive the following paid holidays:

1. Thanksgiving
2. Christmas
3. Martin Luther King, Jr. Day

F. Paraprofessionals shall record their attendance on a sign-in/sign-out sheet.

ARTICLE 15

TEACHER EMPLOYMENT

A. Any teacher new to the Franklin Township Public Schools may be given credit for prior service. The types of prior service that can be considered for credit and the related limitations are as follows:

1. Teaching experience in public or approved private schools.

2. Non-teaching experience that is directly related to the assigned teaching position up to a maximum of five (5) years. The Superintendent of Schools or a named designee with Board approval may grant credit for this type of service. The Superintendent or a named designee shall determine whether or not any given non-teaching experience is related to teaching only at the time of initial employment.

3. Active military and/or Peace Corps service up to a maximum of four (4) years after presenting evidence of honorable service.

4. National Teacher Corps and/or VISTA service up to a maximum of one (1) year of credit.

B. As of the beginning of the 1971-72 school year, the aforementioned credit shall be given to presently employed teachers who have not heretofore received it. Any combination of the three types of prior experience listed

ARTICLE 16

EMPLOYMENT AND TERMINATION OF CLERICALS

A. Employment

1. Vacancies in new and existing positions, together with qualifications, shall be posted in all offices not later than two (2) weeks before the final day for applications for the position. All applicants for new or promotional positions must apply in writing.

2. All outside applicants and present employees seeking a position on a higher grade level, indicating an interest in a vacant position shall be given a written examination appropriate to the position.

3. The applicants who receive satisfactory scores on the written examination shall be interviewed for the position. Selection of the person to fill the position shall be from these applicants or, if all applicants are rejected, a request shall be made by the supervisory personnel for a readvertisement of the position.

B. Termination

Clerical employees may have their contract terminated either by two (2) weeks notice given by the employee or two (2) weeks notice given by the employer. Two (2) weeks pay may be given in lieu of notice.

ARTICLE 17

EMPLOYMENT AND TERMINATION OF PARAPROFESSIONALS AND ATTENDANCE OFFICER

A. Employment

Vacancies in new and existing positions in the school district shall be posted not later than ten (10) working days before the final date for application for the position. All applicants for new or existing positions must apply in writing.

B. Termination by Employer

Any paraprofessional subject to the terms and conditions of this Agreement may be terminated by the Board by service of notice of such termination upon the employee at least two (2) weeks prior to the effective date of termination. Two (2) weeks salary may be paid in lieu of said notice.

C. Termination by Employee

Any paraprofessional subject to the terms and conditions of this Agreement, may voluntarily terminate his employment with the Board by serving written notice upon the Board at least two (2) weeks prior to the effective date of such termination.

D. Notification of Contract and Salary

Paraprofessionals shall be notified of their contract and salary status for the ensuing year no later than June 15th or within two (2) weeks of notification of funding status whichever is later.

provided that all grades and final reports of the teachers have been filed with the building principal or other appropriate administrator.]

E. In the event that any position listed in this contract extends into the following year, the appropriate salary will be adjusted accordingly as of July 1.

F. In order to qualify for Master + 30 Credit Scale, one must accumulate thirty (30) credits beyond the Bachelors Degree, earned before or after, but not included in the credits earned for the Masters Degree.

II. Clericals

A. The salaries of all clerical employees covered by this Agreement are set forth in Schedule B which is attached hereto and made a part hereof.

B. Payment of salaries shall be rendered as follows:

1. Clerical employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly payments.

2. Clerical employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Clerical employees employed on a 10 1/2 month basis shall be paid in twenty-one (21) equal semi-monthly installments.

3. The schedule of payments shall be the 15th of the month and the last working day of the month. All paychecks shall be placed in sealed envelopes.

B. Schedule of Payments

Paraprofessionals employed on a full ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Paraprofessionals employed for less than a full ten (10) months shall also be paid in equal semi-monthly installments, the number of installments to be proportionate to the length of the work year. The schedule of payments shall be the 15th of the month and the last working day of the month. All paychecks shall be placed in sealed envelopes.

When a payday falls on or during a school holiday, vacation or weekend, paraprofessionals shall receive their paychecks on the last prior working day, in accordance with present payroll practice.

C. Placement on Salary Schedule

Each paraprofessional shall be placed on his proper step of the salary schedule as of the beginning of the school year. Any paraprofessional employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

D. Compensation for paraprofessionals shall be fixed on an annual salary basis; provided, however, that the use of an annual salary shall not deprive the Board of its right to modify the length of the work year for certain paraprofessionals so that salary requirements will not exceed available funding from external grants.

ARTICLE 19
TEACHER ASSIGNMENT

A. Teachers shall receive a written notice of their employment status and tentative class, subject, salary and buildings assignment for the following year by April 30, subject to administrative change in the event of emergency or material change in circumstances.

In the event that positions are assigned for summer employment of department chairpersons, librarians, guidance counselors, and ten (10) month C.I.E. co-ordinators, then notice of those assignments shall be given by April 30.

B. All designated personnel will be reimbursed at the maximum IRS rate allowed per mile for use of their automobiles for school business when approved by the Superintendent or a named designee.

C. Generally a teacher shall not be required to transport children in the teacher's own vehicle. If a teacher is so required, the Board will pay a portion of the premium on liability coverage for said teacher's vehicle as herein set forth.

Any teacher whose assignment requires the transportation of students in a personal vehicle must file a Certificate of Insurance with the Secretary of the Board of Education, providing \$100,000/\$300,000 Liability Insurance and proper classification for this purpose. Upon approval by the Superintendent of Schools or a named designee, the teacher will receive up to \$175.00

ARTICLE 20
TRANSFER OF TEACHERS

A. A teacher who desires a change in assignment shall file a written request with the Superintendent or a named designee by May 15th. Such written request shall be acknowledged by the Superintendent or a named designee. The request shall be renewed each year should the teacher continue to desire a transfer.

In the case of proposed involuntary transfer, the same shall be discussed with the teacher involved prior to such transfers.

B. No reprisals shall be taken against teachers as a result of a request for transfer.

C. Notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable and except in cases of emergency not later than May 15th. Teachers being involuntarily transferred or reassigned from their present positions shall have preference over those seeking voluntary transfer or reassignment in regard to their recorded preference among those positions which are vacant providing that this preference is acceptable to the Superintendent or a named designee.

B. Involuntary Transfer

1. Notice of an involuntary transfer or reassignment shall be given to clerical employees at least ten (10) working days prior to transfer except in cases of emergency.

2. When an involuntary transfer or reassignment is necessary, a clerical employee's area of competence, length of service in the Franklin Township School District, length of service in the particular school building, and other relevant factors shall be considered in determining which clerical employee is to be transferred or reassigned.

3. An involuntary transfer or reassignment shall be made only after a meeting between the clerical employee and the Superintendent or a named designee, at which time the clerical employee shall be notified of the reason thereof. In the event that a clerical employee objects to the transfer or reassignment at this meeting, upon the request of the clerical employee, the Superintendent or a named designee shall meet with the clerical employee. The clerical employee may, at the employee's option, have an Association representative present at such meeting, and the final decision on reassignment shall be subject to the Grievance Procedure, and subject to advisory arbitration only.

C. Clerical employees temporarily assigned to a position in a job classification higher than their own will, if such temporary assignment has been approved by the Superintendent of Schools, be compensated at the higher classification rate.

2. Paraprofessionals being involuntarily transferred or reassigned from their present positions shall have preference over those seeking voluntary transfer or reassignment in regard to their recorded preference among those positions which are vacant provided that this preference is acceptable to the Superintendent.

3. In the event of an involuntary transfer or reassignment within category, as noted in Article 1, such transfer or assignment shall be made based on the best interests of the school system with due consideration being given to the paraprofessional's seniority in position within category.

4. When an involuntary transfer or reassignment out of category is necessary, paraprofessional's area of demonstrated competency shall be considered in determining which paraprofessional is to be transferred or reassigned.

5. In the event of an involuntary transfer or reassignment to a different category as noted in Article 1, a paraprofessional's seniority in the prior category shall be transferred to the new category.

C. In the event of a reduction in force all transfers and reassignments shall be implemented in accordance with Article 37.

D. Teachers who desire to apply for such vacancies shall submit their applications to the Superintendent or a named designee in writing, within the time limit specified in the notice. Applicants who are not to be interviewed for said vacancies shall be notified as soon as practicable.

E. All teachers shall be provided the opportunity to make applications. No positions will be filled until at least ten (10) business days after the posting of the vacancy and notice of the vacancy is sent to the Association and until all properly submitted applications have been considered. In filling such vacancies, preference shall be given to qualified teachers already employed by the Board when all other factors are substantially equal except as provided for in Article 20, Paragraph C.

F. Summer school and annually appointed positions will not be posted if it is the administration's intent to reappoint the person currently holding the position. Evaluations for annually appointed positions for people who will not be reappointed to such positions will be provided within 30 days of the end of the activity.

G. Summer positions, if posted, shall be posted by May 15th with the exception of Title I positions.

ARTICLE 25
EMPLOYEE EVALUATIONS

A. All non-tenure teachers shall be evaluated at least three (3) times per year. All tenure teachers shall be evaluated at least once a year. All clericals and paraprofessionals shall be evaluated at least one (1) time in each school year. In each instance the evaluation shall be followed by a written evaluation report and by a conference between the employee and his supervisor for the purpose of identifying deficiencies and offering suggestions for their correction. The evaluation will contain a written recommendation regarding reemployment and increment.

B. Employees shall be required to either sign or initial visitation and evaluation reports. In the event the employee refuses to sign or initial the report, the supervisor will so note this on the report and enter it into the file. Signing or initialing the evaluation reports by the employee does not necessarily indicate agreement with the report, but only that the employee has been made aware of its contents and has received a copy of said report. Employees shall be provided the opportunity to attach their written comments to visitation and evaluation reports thereby making them a part of the report. Failure to respond to the written comments of the individual evaluated does not constitute acceptance of the accuracy of such comments by the individual who authored the visitation or evaluation report.

ARTICLE 26

SICK LEAVE - EMPLOYEES

A. Teachers on a ten-month contract shall be allowed ten (10) days sick leave per year; teachers whose contracts are extended to an additional month in the summer for continuation of the regular duties shall be allowed eleven (11) sick leave days per year; and teachers on a twelve-month contract shall be allowed twelve (12) days sick leave per year.

B. Clerical employees shall be eligible for sick leave at the rate of one (1) day for each full month of annual contract, except that 10 1/2 month clerical employees shall be granted one-half (1/2) day extra sick leave for extra contract time.

C. Paraprofessionals employed on a 10 month contract shall be allowed ten (10) days sick leave per year.

D. Sick leave is defined to mean absence of the employee because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease, or to care for an ill family member.

E. All days of unused sick leave shall be accumulated to be used in subsequent years.

F. When consequent absence because of illness exceeds the annual leave and the accumulated leave, the teacher may, at the discretion of the Board of Education on a case-by-case determination, be compensated for ten (10) days annually at the teachers's regular rate of pay less the substitute rate for each

The exact composition of such committee and procedure for administering this "bank" shall be mutually agreed upon by the Superintendent or a named designee and the Association.

The sick days to be awarded from this "bank" will apply only in cases where all of the individual's accumulated sick leave and partially compensated leave (Paragraph E, this Article) has been used.

J. In the event of a reduction in force, accumulated sick leave shall not be cancelled but shall remain credited to an employee pending his/her return to employment.

K. Employees shall be given a written accounting of accumulated sick leave days each school year.

L. In any case in which sick leave is claimed by a clerical, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order for an employee to obtain sick leave (Title 18A:30-4).

M. Effective July 1, 1981, all full time (seven (7) hour) paraprofessionals shall be afforded participation in the "sick leave bank" as set forth in Paragraph I above of this Article on the same terms as the benefit is provided to teacher and clerical employees.

days. Personal leave time is not granted for vacations or for personal business which can be accomplished outside of school hours. Personal leave is intended for matters such as the following illustrative list:

1. Observance of religious holidays;
2. Court appearances not covered by other articles in the contract;
3. Moving/house closing;
4. Marriage of employee;
5. Medical appointments;
6. Death of a friend;
7. Graduation of employee, son, daughter or spouse from college;
8. Study for and/or participation in comprehensive examinations for further degrees.

Approval of personal leave shall not be unreasonably withheld. One (1) of the three personal days may, notwithstanding the above, be taken each year without giving a reason. An application received more than a week after the absence shall not be approved as personal leave. Unused days of personal leave shall be accumulated as sick leave.

C. Other Leaves

Other leaves of absence without loss of pay may be granted by the Board of Education for good reason. The Board of Education shall have sole discretion in determining "good reason", and this will not be subject to arbitration.

ARTICLE 28

EXTENDED LEAVES OF ABSENCE

I. Teachers, Clerical Employees, Paraprofessionals/
Attendance Officer

A. Maternity Leave shall be granted subject to the following:

1. Any pregnant teacher, clerical employee, or paraprofessional/attendance officer shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than two (2) years.

2. In the absence of such leave, any pregnant teacher, clerical employee, or paraprofessional/attendance officer shall be entitled to continue working as long as the person is physically able to do so, to be absent without pay as may be required by her for maternity purposes, and to return to duty when physically able to do so.

3. A teacher, clerical employee, or paraprofessional/attendance officer granted maternity leave, shall, upon resuming regular duties, be eligible for the same salary they would have received had they completed the school year in which the leave was granted assuming the leave was granted after January 31st.

4. The parties agree to comply with Title VII, U.S. Code of the Civil Rights Act of 1964.

year. Re-entry at other times may be made only at the convenience of the Franklin Township School District.

(d) Future Service Requirement - The teacher shall agree to teach in the Franklin Township School District for at least one (1) year after the leave of absence has been completed. This requirement may be waived by the Board when the requested leave is for rest or recuperation.

(e) Salary after Leave - No experience credit shall be granted on the salary guide for the duration of the leave of absence except for the exchange or foreign teaching, and up to four (4) years for military leave.

2. The teacher's new salary shall be adjusted in accordance with any change in the guide made during the leave.

3. If the teacher's degree status has changed during the leave, the teacher's salary shall be adjusted upon returning to the system.

D. On application to the Board, through the Superintendent or a named designee, a leave of absence, without pay, may be granted to tenure teachers for up to one (1) year, who join the Peace Corps, National Teachers Corps, VISTA, or who serve as exchange teachers or overseas teachers, or who teach in an accredited college or university, or who accept a Fulbright Scholarship.

ARTICLE 29

SABBATICAL LEAVES - TEACHERS

A. A sabbatical leave shall be granted to a teacher by the Board, subject to the following conditions:

1. The teacher must have completed at least seven (7) consecutive years of full-time service in the Franklin Township School District.

2. Sabbatical leaves shall be granted for one (1) year.

3. No more than three (3) members of the teaching staff shall be granted a sabbatical leave in any one (1) year.

4. Applications for sabbatical leave shall comply with a format prescribed by the Board which shall include a statement of purpose and a plan for the study or travel proposed.

5. Applications for sabbatical leave shall be submitted to the Superintendent or a named designee no later than December 15th of the year preceding the year of the requested leave.

B. The Superintendent or a named designee shall submit to the Board for approval the list of qualified applicants no later than the first February meeting of the Board.

C. Candidates will be notified of the status of their applications no later than February 15th.

ARTICLE 30

TERMINAL LEAVE - EMPLOYEE

A. Any teacher, clerical employee, paraprofessional/attendance officer who retires from the school district within fifteen (15) or more years of service in this district shall be eligible for terminal leave pay to be computed at the rates shown below for each day of accumulated unused leave.

- | | |
|---|-----------------|
| 1. Teachers | \$55.00 per day |
| 2. Clericals | \$50.00 per day |
| 3. Paraprofessional/Attendance officers | \$45.00 per day |

B. Any teacher, clerical employee, paraprofessional/attendance officer who retires from the school district after July 1, 1994, shall be compensated for accumulated unused sick leave at the rates shown as follows:

- | | |
|---|-----------------|
| 1. Teacher | \$60.00 per day |
| 2. Clericals | \$55.00 per day |
| 3. Paraprofessional/Attendance officers | \$50.00 per day |

C. An employee must submit a written notice of intention to retire to the Superintendent of Schools not later than January 1 in order to receive terminal leave pay in the next budget year. If the notice of intention to retire is not received by January 1, payment of terminal leave may be delayed until the next following budget year. For example, if a notice of intention to retire is submitted on January 10, 1990, payment of terminal leave may be delayed until July 1991.

ARTICLE 32

EXTRA-CURRICULAR COMPENSATION

A. Salaries for extracurricular assignments shall be fixed in accordance with the point system set forth in Schedule A-2 of the Agreement. (See Schedule A-2A "Salaries for Extra-Curricular Activities 92-95" attached). The value of a point is fixed at .01 of the 1991-92 starting salary of \$29,500 for 1992-93 and at .01 of the 1992-93 second step salary for teachers for the 1993-94 school year, and .0099 of the 1993-94 third step salary for teachers for the 1994-95 school year. Points assigned a position shall remain the same for the duration of the Agreement.

B. All Assistants and Assistant Coaches shall receive sixty-five (65%) of the Head Coach/Director's salary.

C. Compensation for student club moderators, i.e., "Group One" Clubs and "Group Two" Clubs, for Board authorized clubs at the High School and Intermediate School Levels shall be increased by an average of 6.0% over 1991-92 levels for 1992-93, by an additional 6.0% over 1992-93 levels for 1993-94, and by an additional 5.75% over 1993-94 levels for 1994-95; all rates to be rounded to the nearest twenty-five (25) cents. Group One clubs are those clubs authorized payment for two meetings a month. Group Two clubs are those clubs authorized payment for one meeting a month.

D. In those instances in which the holders of extra-curricular positions are required to work during the summer months and outside of the regular school year, Head coaches and

ARTICLE 33

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its teachers, paraprofessionals/attendance officer and clericals, dues from the Franklin Township Education Association, the Somerset County Education Association, the New Jersey Education Association, and the National Educational Association, as said teachers, paraprofessionals/attendance officer and clericals individually and voluntarily authorize the Board to deduct. The Board agrees to deduct Association dues in accordance with N.J.S.A. 52:14-15, 9e, and under rules established by the State Department of Education.

Involuntary deductions for representation fees shall be governed by Article 34 of this Agreement.

Association entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L.1979,c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE 36

REDUCTION IN RANK OR JOB CLASSIFICATION - CLERICALS

A. Clerical employees will not be reduced in rank or job classification without just cause.

B. Any clerical employee reduced in rank or job classification may request and receive from the Superintendent or a named designee reasons for such reduction.

C. It is the exclusive responsibility of the Board of Education and its administrative staff to determine the job content and the applicable requirements for job performance, such as education, experience and skill. If during the term of this Agreement, it becomes necessary to change the job content of any position substantially enough to warrant a change in a clerical employee's classification, such changed position will be slotted in the appropriate classification and the Association will be promptly furnished with a revised job description.

D. **Reduction of Personnel**

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the clerical staff when necessity dictates, provided such rights are exercised in conformity with this Agreement and the Statutes of the State.

2. Reduction of clerical employees who are represented by the bargaining unit will be made according to seniority in classification:

(d) Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of Article 21 of the Agreement.

(e) The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.

4. Recall

Clerical employees shall be recalled in inverse order of layoff for position openings for which they are classified in accordance with the following:

(a) A recall list shall be maintained by the Personnel Office. It shall be the clerical employee's responsibility to maintain a current address with the Personnel Office. If the clerical employee cannot be contacted because of the employee's failure to maintain a current address within the Personnel Office, the Board is relieved of its responsibility to notify the employee. Failure to respond to notification of vacancy or non-acceptance of an available position for which the employee is qualified shall be sufficient cause to drop the clerical employee from the list.

(b) If a position exists within the district for which the clerical employee is qualified pursuant to this Agreement, the clerical employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the clerical employee shall accept the position by replying

ARTICLE 37

REDUCTION IN FORCE - PARAPROFESSIONALS

A. The Board shall notify the Association as soon as possible, but not later than thirty (30) days prior to the reduction of the total number of paraprofessionals employed by the district. Such notice shall include the total number and the kinds of positions to be eliminated and the reasons therefore and shall include the names of personnel to be dismissed, subject to Paragraph B of this Article.

B. Except in extraordinary circumstances, and subject to the Grievance Procedure, reductions in force shall be within category in inverse order to the total time of service in the category, those paraprofessionals with least service in the category being dismissed first. For purposes of determining service in category, those paraprofessionals employed as General Purpose Aides prior to 1976 shall have their service in that category credited to their time in the first category in which they served following recall.

C. At such time as paraprofessional positions are reestablished, paraprofessionals on RIF will be reemployed first within the category from which they were laid off in the order of previous time of service in that category. If there is no position reestablished in the category from which the paraprofessional was laid off, the paraprofessional shall be reemployed in the other category, as positions are reestablished,

position for which the employee is qualified shall be sufficient cause to drop the paraprofessional from the list.

2. If a position exists within the district for which the paraprofessional is qualified pursuant to this Agreement, the paraprofessional shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the paraprofessional shall accept the position by replying in writing or it shall be determined that the employee has declined.

ARTICLE 39

INSURANCE PROTECTION - TEACHERS AND CLERICALS

A. The Board shall provide teachers and clericals the health care protection designated below:

1. The Board shall pay 100% of all individual and family coverage for Medical and Hospital Insurance and Rider "J".

2. The Board shall pay 100% of all individual and family coverage for Major Medical Insurance.

B. The Board shall provide a dental plan for employees and their families as provided by NJDSP, Group #7158. This plan shall be NJDSP's Program 1 B for full family coverage for the 1992-93 school year, the 1993-94 school year and the 1994-95 school year, the rate of which shall not exceed the full family rate in effect on June 30, 1995, per month, per employee provided, however, that the Board shall have the right, subject to Association agreement, to substitute a different carrier and/or plan so long as there is no reduction in coverage or benefits. The Association shall be advised in advance of any contemplated change in carrier or plan in order to review the options and determine whether approval should be granted.

C. Part-time employees employed less than half-time are ineligible for insurance benefits.

D. The Board shall fund an Employee Assistance Plan, on a pilot basis, for the life of the current contract. The plan's

ARTICLE 40

**INSURANCE PROTECTION - PARAPROFESSIONALS/
ATTENDANCE OFFICER**

A. Effective the 1994-95 school year, the Board shall pay for 100% of premium costs for full family coverage for medical and hospital insurance, Rider J, and Major Medical for employees who elect such coverage.

B. The Board shall provide for an employee only dental program under the same plan as provided for other unit members.

C. Paraprofessionals/attendance officer shall have the opportunity to purchase, by payment to the Board, family or spouse dental coverage under the Group Plans provided for other employees.

D. Part-time employees employed less than half-time are ineligible for insurance benefits.

E. The Board shall fund an Employee Assistance Plan, on a pilot basis, for the life of the current contract. The Plan's benefits selection of an insurance carrier and the level of contribution shall be within the Board's sole discretion.

ARTICLE 42

REIMBURSEMENT FOR ATTENDANCE
AT WORKSHOPS - CLERICALS

Clerical employees who are required by the Board of Education to attend meetings, workshops, or conferences shall be reimbursed for reasonable authorized expenses.

ARTICLE 44

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992, and shall continue in effect until June 30, 1995, subject to the Association's right to negotiate over a successor Agreement as provided by N.J.S.A. 13A-5.1.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries or Negotiations Chairperson and their corporate seals to be placed hereon, all as of the day and year first above written.

FRANKLIN TOWNSHIP EDUCATION
ASSOCIATION

FRANKLIN TOWNSHIP BOARD OF
EDUCATION

By Helen Heller - Pres.

By Katherine Campbell

By Carolann Damsky - Secy

By Mary Ann

SCHEDULE A-1B
FRANKLIN TOWNSHIP EDUCATION ASSOCIATION
TEACHERS' SALARY GUIDE

1993-1994

<u>STEP</u>	<u>BA/BS</u>	<u>BA/BS+20</u>	<u>BA+45/MA</u>	<u>MA+30</u>	<u>PhD/Ed.D.</u>
A	29,500	30,000	30,500	31,600	32,700
B	31,900	32,400	32,900	34,000	35,100
C	33,300	33,800	34,300	35,400	36,500
D	35,025	35,525	36,025	37,125	38,225
E	36,640	37,140	37,640	38,740	39,840
F	38,765	39,265	39,765	40,865	41,965
G	40,960	41,460	41,960	43,060	44,160
H	43,225	43,755	44,255	45,355	46,455
I	44,780	45,280	45,780	46,880	47,980
J	46,530	47,030	47,530	48,630	49,730
K	48,065	48,565	49,065	50,165	51,265
L	49,365	49,865	50,365	51,465	52,565
M	50,810	51,310	51,810	52,910	54,010
N	52,775	53,275	53,775	54,875	55,975
O	54,255	54,755	55,255	56,355	57,455
P	56,680	57,180	57,680	58,780	59,880
Q	59,340	59,840	60,340	61,440	62,540

Longevity increase of \$300 after 21 years of teaching experience as reflected on the guide and an additional increase of \$300 after 24 years experience.

New hirees shall be placed on the step of the guide equal to the step the teachers in the system with the same experience subject to the cap contained in Article 15.

Teachers on steps A-P 1991-1992 guide move one step on the guide 1992-guide. Teachers on step Q 1991-1992 guide stay on Step Q for 1992-93.

SCHEDULE A-2A
SALARIES FOR EXTRA-CURRICULAR ACTIVITIES

1992 - 1995

1. Stipends are to be determined on the bases of the point system and formula outline in Article 32.
2. The points are as follows:

CLUBS AND ACTIVITIES

High School Band Director	22	SGS Newspaper	6
Dance Band	6	SGS Yearbook	6
Choir Director	7	SGS Dance Band	4
Drama	5	SGS Choir	4
Stage Technician	4	SGS Bursar	4
Student Activities		SGS Student	
Coordinator	8	Council Advisor	5
Class Advisor - 9th Grade	5	SGS Advisor - 7th Grade	4
Class Advisor - 10th Grade	5	SGS Advisor - 8th Grade	4
Class Advisor - 11th Grade	6	SGS Intramurals	5
Class Advisor - 12th Grade	15	Academic League Advisor	5
Newspaper High School	7	Instrumental Director	5
Yearbook High School	7	Set Design	5
Intramurals High School	5	Set Construction	5
Band Front	7	Costume Director	3
Overall Musical Director	8	Choreographer	4
Math League Advisor	5	Guitar Ensemble	5
Key Club	5	Madrigals	5
Push	5		

SPORTS

Football	22	Basketball	
Wrestling	19.5	Baseball	
Softball	16	Track	
Soccer	16	Field Hockey	
Symnastics	16	X-Country	
Tennis	13	Swimming	
Winter Track	13	Golf	
Bowling	11	Cheerleading	
Trainer-Manager	8	Site Manager-Athletic	

Strength Coach
(4 seasons/positions
5 points per position) 20 total

3. All Assistants and Assistant Coaches shall receive sixty-five (65) percent of the Head Coach/Director's salary.

SCHEDULE B-1A
FRANKLIN TOWNSHIP EDUCATION ASSOCIATION

Salary Guide - Clericals

1992-1993

<u>Step</u>	<u>Grade 6</u>	<u>Grade 5</u>	<u>Grade 3</u>
1	18,887	17,547	15,097
2	20,191	18,779	16,301
3	21,374	20,068	17,590
4	22,659	21,353	18,875
5	23,954	22,579	19,959
6	25,326	23,778	20,958
7	26,622	24,981	21,989
8	27,754	26,029	22,885
9	28,942	27,135	23,837
10	30,196	28,294	24,829
11	31,476	29,517	25,875
12	32,878	30,790	26,965
13	34,328	32,135	28,260

All clericals move back three steps from 1991-92 to find new step in 1992-93.

New Hirees should be placed on the step of the guide equal to the step of the clericals in the District with the same experience.

Longevity increase of \$500 after ten years.

<u>POSITION</u>	<u>GRADE</u>
Clerk-Typist	3
Clerk-Stenographer	4
Secretary I, Accounting Clerk I, Telephone Operator-Receptionist	5
Secretary II, Accounting Clerk II	6
Secretary III, Business Office Secretary for Purchasing	7

SCHEDULE B-1C
FRANKLIN TOWNSHIP EDUCATION ASSOCIATION

Salary Guide - Clericals

1994-1995

<u>Step</u>	<u>Grade 6</u>	<u>Grade 5</u>	<u>Grade 3</u>
1	19,870	18,428	15,771
2	20,470	19,028	16,371
3	21,160	19,669	16,923
4	22,521	21,050	18,273
5	23,959	22,495	19,718
6	25,400	23,936	21,158
7	26,851	25,310	22,373
8	28,389	26,654	23,493
9	29,842	28,002	24,649
10	31,111	29,177	25,653
11	32,443	30,417	26,720
12	33,848	31,716	27,832
13	35,283	33,087	29,005
14	36,855	34,514	30,226
15	38,480	36,022	31,678

All clericals move from one Step from 1993-94 to find new Step in 1994-95.

New Hirees should be placed on the step of the guide equal to the step of the clericals in the District with the same experience.

Longevity increase of \$500 after ten years.

<u>POSITION</u>	<u>GRADE</u>
Clerk-Typist	3
Clerk-Stenographer	4
Secretary I, Accounting Clerk I, Telephone Operator-Receptionist	5
Secretary II, Accounting Clerk II	6
Secretary III, Business Office Secretary for Purchasing	7

SCHEDULE C-1B
BASE RATE
FRANKLIN TOWNSHIP EDUCATION ASSOCIATION
(7 hours) Salary Guide - Paraprofessionals (183 days)

1993-1994
(annualized)

Step	Non-Certification	1-Year Certification	2-Year Certification
1	8,744	9,200	10,626
2	9,144	9,683	11,026
3	9,593	10,180	11,628
4	10,105	10,699	12,185
5	10,602	11,244	12,850
6	11,146	11,842	13,582
7	11,735	12,635	14,087
8	12,222	13,368	14,793
9	12,827	13,984	15,392
10	13,475	14,679	16,029
11	14,174	15,435	16,740
12	14,976	16,218	17,509
13	15,807	17,077	18,365
14	16,643	17,933	19,209
15	17,502	18,793	20,074
16	17,924	19,209	20,492
17	18,351	19,642	20,924
18	18,793	20,064	21,353
19	19,209	20,492	21,766
20	19,642	20,924	22,316

Move one step from 1992-1993 to 1993-1994.

